

# **EXHIBIT 14**

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

DAEDALUS BLUE LLC

\*

\* November 23, 2021

VS.

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\* CIVIL ACTION NO. W-20-CV-73

SZ DIJ TECHNOLOGY CO., LTD, ET AL

BEFORE THE HONORABLE ALAN D ALBRIGHT  
FINAL PRETRIAL CONFERENCE (via Zoom)

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18 Proceedings recorded by mechanical stenography, transcript  
19 produced by computer-aided transcription.  
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1           DEPUTY CLERK: Status conference in Civil Action  
2 6:20-CV-73, styled Daedalus Blue LLC versus SZ DJI Technology  
3 Company, Limited and DJI Europe B.V.

4           THE COURT: If I could have announcements from counsel  
5 starting with the plaintiff.

6           MR. CANTINE: Good afternoon, Your Honor. This is Chuck  
7 Cantine from Dunlap Bennett & Ludwig on behalf of the  
8 plaintiff.

9           MR. CHIBIB: Good afternoon, Your Honor. Mike Chibib of  
10 Bracewell on behalf of the DJI defendants. With me from the  
11 Finnegan law firm are Mike Jakes, Jacob Schroeder, Qingyu Yin,  
12 Ben Schlesinger, Jason Romrell and Shawn Chang.

13           THE COURT: Okay. The purpose of this hearing is I want  
14 to hear from plaintiff since they don't have a damages expert  
15 how they intend to prove damages at trial. So I'm happy to  
16 hear from the plaintiff.

17           MR. CANTINE: Thank you, Your Honor. Again, this is Chuck  
18 Cantine.

19           So pursuant to the statute, Your Honor, 35 USC 284 --

20           THE COURT: I don't need any of the law. I don't need any  
21 of the law. I want you to skip right over to how you're  
22 planning to prove it at trial.

23           MR. CANTINE: Certainly. So the evidence we plan on  
24 introducing to the jury, Your Honor, includes sales of the  
25 accused products. We have licenses taken by the defendant that

1 they contend are comparable.

2 THE COURT: So who -- no. So who contends they're  
3 comparable?

4 MR. CANTINE: The defendants produced them, Your Honor,  
5 because they contend that they are comparable.

6 THE COURT: But you have no expert on your side to say  
7 they're comparable.

8 MR. CANTINE: Our expert didn't think that they were  
9 comparable, but, nonetheless, their expert did, and --

10 THE COURT: Well, there you go. Their expert isn't going  
11 to get on the stand during your case-in-chief though. So you  
12 have no one to testify that these are comparable.

13 MR. CANTINE: Well, I can certainly ask their 30(b)(6)  
14 witness about it, Your Honor, and their corporate rep if their  
15 contention is that they're comparable. But we've got two  
16 license agreements, both lump sum, that DJI --

17 THE COURT: And so who testifies what relevance that has  
18 to your damages?

19 MR. CANTINE: Well, again, Your Honor, we have jury  
20 instructions that --

21 THE COURT: No, no, no. Look. Who testifies on behalf of  
22 plaintiff how those licenses impact how much the damages are?

23 MR. CANTINE: Well, I don't know that any of our witnesses  
24 are going to testify about that, Your Honor. We certainly have  
25 our technical expert, but no. He's not going to opine the

1 dollar figures.

2 THE COURT: So you have no witness who can tell the jury  
3 how to relate either of those licenses to any amount that you  
4 owe that you're entitled to? You have no evidence?

5 MR. CANTINE: Well, the license agreements speak for  
6 themselves about what DJI considered to be the appropriate  
7 amount of money --

8 THE COURT: And what -- and who on your side says what  
9 that -- why that makes a difference and how the jury should  
10 take those into account in determining what amount of -- what  
11 is the appropriate amount of damages?

12 MR. CANTINE: Well, I think, Your Honor, we can get it  
13 into evidence through their -- again, through their 30(b)(6)  
14 and then argue it in closing to the jury in --

15 THE COURT: No, no, no, no, no. You don't get to argue it  
16 unless there's evidence. Evidence that this has some -- the  
17 only reason these licenses would be reasonable is in the  
18 context of a hypothetical negotiation where the jury could be  
19 told by an expert these are comparable licenses that the  
20 parties would have had and how they impact a reasonable  
21 royalty. You have none of that to put into evidence.

22 MR. CANTINE: Again, Your Honor, I think the license  
23 agreements speak for themselves. I think we can get them into  
24 evidence, and when you look at the jury instructions --

25 THE COURT: No. Assuming you get them -- I'm only going

1 to go through this one more time. I'm assuming you get the  
2 licenses into evidence. You have no one who can testify that  
3 these are comparable or what that means or how it fits into the  
4 calculation of a reasonable royalty. You have no one on the  
5 plaintiff's side who can do that, correct?

6 MR. CANTINE: Again, other than in closing argument and in  
7 conjunction with the jury instructions, Your Honor. That's how  
8 we --

9 THE COURT: Okay. I'm going to try one more time.  
10 Evidence. There's no one on the plaintiff's side who can  
11 testify how the jury should consider these and how they would  
12 impact a reasonable royalty. There's no one who can do that.  
13 You have the licenses themselves and no person who can explain  
14 to the jury what difference they make?

15 MR. CANTINE: Other than perhaps I think DJI's own  
16 30(b)(6) witness perhaps, Your Honor. Again, I don't have his  
17 deposition.

18 (Simultaneous conversation.)

19 MR. CANTINE: I'm sorry?

20 THE COURT: He's not an expert. He doesn't get to  
21 testify -- he doesn't get to testify as to how those licenses  
22 affect the appropriate royalty.

23 MR. CANTINE: Well, he can testify to the factual basis as  
24 to why they were entered into.

25 THE COURT: Well, sure. What difference does that make?

1 You have no one that can tether them to your client's damages,  
2 right?

3 MR. CANTINE: I don't have a witness on behalf of the  
4 plaintiff -- a plaintiff's witness, an employee or an expert  
5 that can do that, Your Honor.

6 THE COURT: Nor a defense witness who you would call out  
7 of order if they're available.

8 MR. CANTINE: Well, that leaves open -- you know, there  
9 are cases in which the plaintiff has been able to call the  
10 defendants' damages expert in its case-in-chief under these  
11 circumstances.

12 THE COURT: Well, that's not going to happen. Not under  
13 the circumstances where I've struck it -- well, I'm not -- let  
14 me just say I'm not going to permit you to fix your problem  
15 that you created on your own having your expert struck by  
16 allowing you to call the defendants' expert. That's not going  
17 to happen. So here's where we're at. There's several tools I  
18 have I guess. I can just enter an order that there are no  
19 damages, but basically I'm not going to try -- I'm not going to  
20 try a case where the plaintiff has no way of putting on a  
21 damages case.

22 MR. CANTINE: Your Honor, if I can, before you rule, you  
23 know, we do have other evidence. I have -- I wasn't finished  
24 going through my list, but the most important one, I think if  
25 we just cut to the chase, is we have an offer from IBM to DJI



1 in and around the hypothetical negotiation date for these  
2 particular patents.

3 THE COURT: So?

4 MR. CANTINE: I'm sorry?

5 THE COURT: So? Who is going to -- who's going to testify  
6 in -- that in their opinion that's a comparable -- that that's  
7 comparable?

8 MR. CANTINE: Well, Your Honor, the issue is, you know,  
9 what would IBM and DJI have agreed to at the hypothetical  
10 negotiation? We have direct evidence of an offer made by IBM  
11 to DJI.

12 THE COURT: When was the offer made?

13 MR. CANTINE: I believe it was 2017. So it's right  
14 around -- it's right in the right time period. I don't have  
15 the exact date. But it was during the negotiations. There  
16 was -- the negotiations went on for about year and a half  
17 between DJI and IBM. And we have the written offer from IBM to  
18 DJI for a lump-sum agreement with some embedded royalty rates  
19 in there. That is direct evidence of what the patent owner at  
20 the time IBM would have accepted in the hypothetical  
21 negotiation. And that is evidence the jury can rely on in  
22 assessing what a reasonable royalty is.

23 THE COURT: But they were not -- they were not assuming  
24 all the factors you have to assume during the hypothetical  
25 negotiation.

1 MR. CANTINE: Right. And the jury's going to have all the  
2 Georgia-Pacific Factors as part of the jury instructions.

3 THE COURT: But they -- but there was -- but you have no  
4 evidence of a -- you have no evidence that -- that offer was  
5 made in an entirely different context than the context of a  
6 hypothetical negotiation.

7 MR. CANTINE: It was made during negotiations, Your Honor,  
8 prelitigation. It's -- that's direct evidence that an expert  
9 or the jury, you know, could rely on as to what the willing  
10 licensor would have accepted at the hypothetical negotiation at  
11 that time. That's -- it was an offer. That's what they were  
12 willing to take. That's the whole -- but this whole  
13 hypothetical negotiation's trying to get to is to figure out  
14 what these parties would have agreed to at the time. This is  
15 direct evidence of that that the jury can certainly rely on.

16 THE COURT: Why is that not a settlement offer that's  
17 excluded?

18 MR. CANTINE: Well, it's not made under 408, Your Honor.  
19 It's a negotiation. It was rejected ultimately. No question  
20 about that.

21 THE COURT: What do you mean it was not made under 408?

22 MR. CANTINE: Well, there's no evidence in the record in  
23 the e-mail chains or in the offer itself, I don't think, that  
24 it was a, you know -- it was an offer to enter into a fully  
25 paid up license to resolve the dispute at the appropriate --

1 THE COURT: Which is what a settlement negotiation is.

2 Mr. Chibib, if you want to respond to the last point,  
3 you're welcome to do so.

4 MR. CHIBIB: Yes, Your Honor. I believe Mr. Schroeder  
5 will be responding.

6 MR. SCHROEDER: Good afternoon, Your Honor. This is Jake  
7 Schroeder from Finnegan on behalf of defendants.

8 First of all, Your Honor, and perhaps this is the easiest  
9 way to deal with this, none of the evidence that Mr. Cantine  
10 has indicated that they would present at a damages case for  
11 their case was identified or disclosed in their Rule 26  
12 disclosures, nor was it identified in response to our  
13 interrogatories asking them for all facts and theories that  
14 they would present at this case. So --

15 THE COURT: Okay. I'm sorry. Mr. Schroeder, I'm sorry.  
16 Let me interrupt you and ask plaintiff's counsel if that's  
17 correct or not.

18 MR. CANTINE: I don't think that's correct, Your Honor. I  
19 think what he's talking about is this new MLC case from the  
20 Federal Circuit which is simply, you know, a Federal Circuit  
21 case that affirmed the exclusion of an expert witness on three  
22 different grounds. It has nothing to do with what happens  
23 after the expert is excluded.

24 THE COURT: No. I'm -- maybe I just -- I just heard  
25 counsel say, Mr. Schroeder say, that none of the evidence that

1 you're trying to put in was disclosed in an appropriate manner  
2 for it to be admissible, and I want your response to that.

3 MR. CANTINE: Sitting here today, Your Honor, I don't know  
4 exactly what we said in every interrogatory response, but I can  
5 certainly tell you in the complaint and in others we said we  
6 are going to seek no less than a reasonable royalty which is  
7 what the statute --

8 THE COURT: Well, that's just the law. I'm having a hard  
9 time -- I have a really hard time when I ask questions that I  
10 think can -- I can get a direct answer for and I don't get it.  
11 It makes me figure either I'm not doing a good job asking my  
12 question, which may be true after spending eight hours or nine  
13 hours in a hearing which I just finished, but the more  
14 likely -- my more likely assumption is that you're not  
15 answering my question. So I'll try again. I just heard  
16 Mr. Schroeder state on the record as an officer of the Court  
17 that the evidence that you're trying to persuade me would come  
18 in was not properly produced during the case. Is that true or  
19 not true?

20 MR. CANTINE: I don't think that's true, Your Honor, and,  
21 again, I don't have the --

22 THE COURT: Well, I need -- tell me what -- tell me what  
23 it is that you are trying to put in that you are certain  
24 Mr. Schroeder's wrong about. Any of the stuff that you're  
25 talking about, tell me any -- all the stuff that you are

1 certain Mr. Schroeder is wrong about that -- whether it was  
2 properly produced during the case.

3 MR. CANTINE: Well, I'll start with the IBM --

4 THE COURT: Okay. I got the IBM license. Anything else?

5 MR. CANTINE: Well, Your Honor, that was produced by DJI.  
6 So, you know, how was I supposed to -- I'm sure we disclosed at  
7 some point in our interrogatory responses or otherwise.  
8 There's not something that I could cite to in my initial  
9 disclosures because we learned about it during discovery.  
10 That's an example. You know, I'd have to go back and look and  
11 see exactly when we disclosed it to them.

12 THE COURT: What else?

13 MR. CANTINE: Same. I know you're going to fight me on  
14 it, but the licenses taken by DJI. Obviously we didn't know  
15 about those until discovery. We do have evidence that our  
16 client actually purchased these patents from IBM, and I'm  
17 pretty sure we disclosed that in discovery. And then we have  
18 the notice from IBM to DJI putting them on notice of  
19 infringement. Again, that was produced to us by DJI. We  
20 didn't have that until we got into discovery. And same with  
21 the sales information. Obviously we didn't have that until we  
22 got in discovery. So all this information that we're relying  
23 on now that we're going to submit to the jury was information  
24 that was provided to us during discovery.

25 THE COURT: Mr. Schroeder, what exactly are you suggesting

1 the plaintiff wants to use that was not produced in a timely  
2 manner?

3 MR. SCHROEDER: Yes, Your Honor. I'm looking at Daedalus'  
4 Rule 26 disclosures under damages computation, and I know these  
5 are the initial disclosures.

6 THE COURT: Were they ever -- were they ever amended and  
7 was anything added to them?

8 MR. SCHROEDER: No, Your Honor. They were never amended,  
9 and I'm reading, it says: Plaintiff will respond to this  
10 disclosure item at the time set by the docket control order in  
11 this action as it relates to disclosure of expert testimony,  
12 period. Plaintiff anticipates serving defendants with the  
13 damages expert report and plaintiff hereby incorporate that  
14 report by reference herein.

15 And if I can pause there before addressing their response  
16 to Interrogatory No. 7, Your Honor, plaintiff's counsel has  
17 mentioned they intend to rely on licenses taken by DJI, but I  
18 know their expert report has been stricken, but their expert  
19 said that those were noncomparable at all. He said these are  
20 not comparable. And he said that true as well for any evidence  
21 of patent owners' licenses of the technology as well. So to  
22 now hear them come in and say they're now going to say those  
23 are comparable, this is an entirely new theory not disclosed in  
24 response to Rule 26 which is exactly what that PLC or that  
25 Micron case that we cited is about.

1 And then, additionally, they identified Mr. Gomez who was  
2 their principal in their initial disclosures. He's the only  
3 individual they identified as having damages information. And  
4 I took his deposition and I asked him if he had any evidence.  
5 I said, what do you contend the appropriate royalty rate is  
6 that DJI should pay for a license to Daedalus' '232 and '913  
7 patent?

8 And he answered: I don't have an opinion on that.

9 And then I said: Okay. Outside of Rule 408, do you have  
10 any facts you're going to offer as far as what the appropriate  
11 lump-sum royalty should be?

12 And his answer: I do not have any facts as I sit here  
13 today. No.

14 And he was their only corporate representative on the  
15 issue of damages.

16 And in response to Interrogatory No. 7 which we issued --

17 THE COURT: Mr. Schroeder?

18 MR. SCHROEDER: Yes, Your Honor.

19 THE COURT: Mr. Schroeder, and just so I'm getting the  
20 right nomenclature, when he answered those questions, he didn't  
21 have any evidence -- was he a 30(b)(6) witness or was it in his  
22 individual capacity?

23 MR. SCHROEDER: It was both, Your Honor. He was the sole  
24 30(b)(6) for plaintiff and he also answered -- you know, to the  
25 extent it was beyond the scope in his personal capacity as

1 well.

2 THE COURT: So you have the testimony of the plaintiff's  
3 30(b)(6) witness speaking on behalf of the corporation saying  
4 that he can't tell you either what a reasonable royalty or a  
5 lump sum amount would be, right?

6 MR. SCHROEDER: Yes, Your Honor. And to be fair, he did  
7 say that the company would likely put on that testimony through  
8 an expert which has now been stricken.

9 THE COURT: No. I get it. I get that, but the corporate  
10 representative speaking on behalf of the corporation said, I  
11 don't have anything to testify about?

12 MR. SCHROEDER: Yes, Your Honor. I read directly from the  
13 deposition transcript. I can put it up on the screen, but I  
14 understand Your Honor might not be able to see that right now.  
15 And I know my Internet connection has been weak today too,  
16 but...

17 THE COURT: If you have it, why don't you at least -- why  
18 don't you give the page number that you're reading from at the  
19 deposition? That would help.

20 MR. SCHROEDER: Yes, Your Honor. So it's Page 184 and 185  
21 of Mr. Gomez' deposition as it concerns damages. And also on  
22 Page 185 there's also some relevant testimony about how they're  
23 not actually seeking any injunctive relief. I don't think  
24 there's any dispute here about that.

25 THE COURT: And nor could they in their capacity.



1           So let me see if I have the lay of the land correct. The  
2 corporate representative represented to you that the  
3 corporation had no information, and the position that the  
4 company wants to take now without an expert is diametrically  
5 the opposite -- with regard to the licenses diametrically  
6 opposite to the position that their expert took. So to the  
7 extent the 30(b)(6) witness said, I'm going to rely on an  
8 expert, the expert said exactly the opposite of the argument  
9 they want to make at trial now; is that correct?

10           MR. SCHROEDER: With respect to the evidence of licenses  
11 taken by my client DJI, that's exactly correct.  
12 Georgia-Pacific Factor No. 2 on Mr. Pellegrino's report he said  
13 all of those were noncomparable, and that's on Page 39 of his  
14 report. And the page prior where he addresses Georgia-Pacific  
15 1, he said evidence of patent owners' prior license activity is  
16 also not relevant.

17           THE COURT: And so when you prepared your expert report,  
18 you prepared it with the understanding that it was the  
19 plaintiff's position that those licenses were not applicable,  
20 correct?

21           MR. SCHROEDER: Yes, Your Honor. And, I mean, the only  
22 disclosure that we got from plaintiff was that. And as I  
23 mentioned, in their Rule 26 disclosures they never indicated  
24 that those were, nor did they in response to interrogatories.  
25 In response to Interrogatory No. 7 which asked for them to

1 state in detail all financial remedies, including factual,  
2 legal and evidentiary bases for them, they simply referred to  
3 their subsequent disclosure of an expert report. And that's  
4 it. Oh, and they also mentioned infringement contentions which  
5 don't have anything related to do with damages and related  
6 documentation, but there is nothing else that indicates that  
7 this was going to be their theory now. And so even if the law  
8 says a plaintiff should be entitled to a reasonable royalty,  
9 it's still the plaintiff's burden to prove it through  
10 admissible evidence, and here we contend there is none.

11 THE COURT: With respect to Rule 26, they never amended  
12 that answer that they gave you saying basically they weren't  
13 going to give you anything but an expert report, and they also  
14 never invoked, I think it's 26(c), but I could be wrong, they  
15 never invoked the ability under Rule 26 to provide a lay  
16 witness as long as the lay witness gave a statement in advance  
17 so he could be deposed, correct?

18 MR. SCHROEDER: You're correct, Your Honor. They never  
19 amended their Rule 26 disclosures nor did they identify any lay  
20 witness who would be providing expert type testimony as to  
21 hypotheticals other than the testifying expert they did  
22 disclose which was Mr. Pellegrino.

23 THE COURT: Okay. And I've interrupted you a bunch, and  
24 so you can continue with whatever it was you were trying to  
25 argue to me.

1 MR. SCHROEDER: That was the remaining points I wanted to  
2 make, Your Honor, is this really comes down to it is not an  
3 issue that a damages expert is required in every case, but in  
4 those cases where a plaintiff is going to go in without an  
5 expert or is going to provide sufficient proof of their damages  
6 through fact witness testimony or lay witness testimony, they  
7 need to put the other side on notice through Rule 26  
8 disclosures, responses to interrogatories and so on. And here  
9 plaintiffs went all in on the one theory they did disclose in  
10 their expert report, and that's the theory that Your Honor had  
11 held was unreliable and shouldn't be presented to the jury.

12 And so for that reason DJI's position is that the Court  
13 should enter a judgment of zero damages based on the record  
14 we've got so far and the inability of plaintiff to have any  
15 admissible evidence to prove damages for their case.

16 THE COURT: Well, let me ask you about that. If I enter a  
17 judgment of zero damages, why would there be a judgment -- I'm  
18 just trying to figure this out. There would be no finding of  
19 infringement or noninfringement, either one, because there had  
20 been no trial. So from your perspective as a defendant, do you  
21 think the best scenario here, given the situation, is I enter a  
22 judgment essentially saying that the plaintiff take nothing?  
23 Is that correct?

24 MR. SCHROEDER: Your Honor, yeah. I think our position  
25 here would be that Your Honor should enter a dismissal with

1 prejudice that plaintiff takes nothing because irrespective of  
2 Your Honor's findings or the Court's findings, if we were to  
3 proceed on infringement or validity, it would simply be  
4 advisory because even in that circumstance there would be no  
5 damages. So dismissal with prejudice is probably the safer way  
6 to proceed due to failure to establish any damages.

7 THE COURT: Understood. Is there anything else you wanted  
8 to say before I flip back over to plaintiff's counsel?

9 MR. SCHROEDER: Not at the moment, Your Honor. Thank you.

10 THE COURT: Okay. Very good. I'll hear from plaintiff's  
11 counsel and any issues you want to take up.

12 MR. CANTINE: Thank you, Your Honor. Let me just touch  
13 base on these licenses by DJI again. We're not offering them  
14 as comparable. We're offering them for the fact that DJI  
15 accepts lump sum payments as a form of compensation for its  
16 licenses. That's number one. So I agree our technical expert  
17 said that these were not comparable. There's no dispute on  
18 that.

19 In terms of amending our initial disclosures, again, all  
20 the evidence we are relying on here came during discovery. We  
21 identified in our discovery responses that this was going to --  
22 the contentions of our damages claim were going to be in the  
23 expert report. Those contentions haven't changed. It's just  
24 the form in which they're coming in has now changed in light of  
25 Your Honor's order.

1 I think we have -- the case law -- I know you don't want  
2 to talk about the case law but the case law is if we prove  
3 infringement, we're entitled to damages. The only case that  
4 addresses where zero damages are appropriate is the Apple v.  
5 Motorola case, and in that case they found no damages because  
6 it was the rare instance -- or they said one -- the only  
7 instance where this would make sense is if at the hypothetical  
8 negotiation the parties agreed that zero dollars was an  
9 appropriate way to resolve the issue. We don't have that here.

10 So, again, I would say the case law's clear that if we  
11 prove infringement, we are entitled to a reasonable royalty.  
12 And I think we have sufficient evidence from which the jury can  
13 make that determination in conjunction with the jury  
14 instructions.

15 The only other point I wanted to make, Your Honor, is if  
16 you're inclined to simply dismiss our case with prejudice and  
17 issue some sort of take nothing order, I think the more  
18 appropriate way to do this would be to take the case off the  
19 calendar and do it via summary judgment. I don't think making  
20 that ruling, which is akin to a summary judgment ruling, even I  
21 think the defendants' counsel would concede, the more  
22 appropriate way to do that under Rule 56 is to let us brief it  
23 instead of having, you know, a couple of e-mails in a couple of  
24 hours and making a decision.

25 THE COURT: No. I think that's totally fair as well.

1 And, again, I'm trying to find the right vehicle to protect  
2 both parties, including you, so that if -- whatever decision I  
3 make you have the ability to have the Federal Circuit, you  
4 know, tell me if I made the right decision. So, you know,  
5 I'm -- it strikes me -- let's do -- let's do that. I think  
6 I'll have the defendant file a motion for summary judgment that  
7 they are entitled to a -- I'm not going to tell them what to  
8 do, but essentially what I'm persuaded by here is that because  
9 there are no damages -- there would be no damages, then the  
10 opinion would be an advisory opinion and therefore I should  
11 enter judgment and the plaintiff can respond to that, and in  
12 that response put whatever evidence they care to in to  
13 establish that they think they would be able to establish  
14 damages at trial if I allowed it to go to trial. And that way  
15 I'll have everything that you guys can put forward to me, and  
16 if I decide that a trial's appropriate, then I can deny the  
17 summary judgment and set it for trial. So I think that's a  
18 very workable way of doing it.

19 MR. CANTINE: Do you want to talk dates on that stuff now,  
20 or do you want to wait?

21 THE COURT: You know, my clerks don't let me do stuff like  
22 that. So what I would suggest you do is the -- this will be  
23 the defendants' motion. I would suggest that you two talk.  
24 The defendant can give you a date when they think they can get  
25 a motion for summary judgment filed by, and then I don't see

1 any reason to hold you guys tight to the deadlines for the  
2 summary judgment. You let the defendant know when you can get  
3 a response filed. They'll -- and I don't want you to take nine  
4 months, but I'm just saying if it takes you an extra week or  
5 two to do all this stuff, that's fine. And then the defendant  
6 can take the time they need to reply. And what I would suggest  
7 to you all is that when the -- when everything's complete and  
8 all the pleadings have been filed that you give us a heads-up  
9 so we know it's ripe and we can address it. Does that work for  
10 the plaintiff?

11 MR. CANTINE: That does, Your Honor. And just to confirm,  
12 we're taking it off the trial date obviously, right? Off the  
13 calendar?

14 THE COURT: We are. Yes, sir.

15 MR. CANTINE: Okay.

16 THE COURT: We are. Does that work for both parties? If  
17 not, someone let me know and I'll try to adjust.

18 MR. SCHROEDER: That works for defendants, Your Honor.

19 This is Mr. Schroeder.

20 THE COURT: And for plaintiff?

21 MR. CANTINE: Yes, Your Honor. That works. Thank you.

22 THE COURT: Okay. You guys coordinate the deadlines and  
23 just -- I think this is Jeffrey's case. You know, just kind of  
24 give him a heads-up on where you're at on all this stuff, but  
25 he's on the call, so he's heard all this. But just let us know

1 when it's ripe and we'll take it up then.

2 You guys have a great Thanksgiving and take care. Bye.

3 (Hearing adjourned at 5:07 p.m.)

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1 UNITED STATES DISTRICT COURT )  
2 WESTERN DISTRICT OF TEXAS )  
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4 I, Kristie M. Davis, Official Court Reporter for the  
5 United States District Court, Western District of Texas, do  
6 certify that the foregoing is a correct transcript from the  
7 record of proceedings in the above-entitled matter.

8 I certify that the transcript fees and format comply with  
9 those prescribed by the Court and Judicial Conference of the  
10 United States.

11 Certified to by me this 27th day of November 2021.

12  
13 /s/ Kristie M. Davis  
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